

lands, but in the event of his father altering his will and depriving him (the testator) of the lands therein devised to him, then he devised the said land otherwise.

He then bequeathed pecuniary legacies to certain of his children, adding in the case of those of them who were under eighteen, the words, "to be paid to them when they come of age," and concluding, "I do hereby authorise and direct my said executors to invest the moneys devised to my children in good legal securities, until they arrive of age, and the interest obtained from such investment to be paid to my wife to assist her in supporting and educating my family."

The father of the testator did not revoke or alter his will in the way referred to, but the testator pre-deceased him.

*Held*, that the words relating to the alteration of his will by the father of the testator must be construed as meaning that if the testator became the owner of the lands devised in his father's will, so that he could have a disposing power over them, then that they should go in the manner mentioned.

*Held*, also, that the pecuniary legacies were all of them vested; and that the legacy left to each child which did not attain twenty-one within the year after the testator's death, was to be invested until each child came of age, and the interest up to the several times when they should each attain twenty-one, should be applied in assisting the widow or mother to maintain and educate such child or children, and as each child attained twenty-one he or she would be entitled to be paid their respective legacies.

*F. A. Anglin*, for the executors.

*J. Hoskin*, Q.C., for the infant children of the testator.

*N. F. Paterson*, Q.C., for the adult defendants.

BOYD, C.]

[February 28.

ANGLO-CANADIAN MUSIC PUBLISHERS' ASSOCIATION *v.* SUCKLING.

*Copyright—British—Canadian—R.S.C. c. 62.*

There is a very clear distinction to be observed in the Copyright Act, R.S.C. c. 62, between works which are of prior British copy-

right and those which are of prior Canadian copyright. If there is a prior British copyright and thereafter Canadian copyright is obtained by the production of the work, then by s. 6 that local copyright is subject to be invaded by the importation of lawful British reprints.

But if the Canadian copyright is first on the part of the author or his assigns, then under s. 4, the monopoly is secured from all outside importation.

The Imperial Parliament has sanctioned and reiterated colonial legislation whereby the possessor of a prior Canadian copyright is secured completely against all interference to the territorial extent of the Dominion, even as against English reproductions or copies made under a subsequent British copyright.

*Bain*, Q.C., for the plaintiff.

*W. Cassels*, Q.C., for the defendant.

STREET, J.]

[March 18.

CAMERON *v.* GIBSON.

*Mortgage — Conveyance — Merger — Chattel mortgage of growing crops.*

A.C., owner of certain lands, mortgaged them to the Canada Permanent Loan and Savings Co., and afterwards executed two successive mortgages to one H. Afterwards, in 1887, A. C. sowed eight acres of fall wheat, and in January, 1888, made a chattel mortgage of this fall wheat to G., which chattel mortgage was properly registered. On April 4th, 1888, before the harvest, under pressure from H., A.C. conveyed to H. the lands for a consideration equal to what was due on the three mortgages and a small additional unsecured debt due from him to H. On April the 5th, 1888, H. leased the property to A.J.C. for a year.

When the fall wheat was ripe, A.J.C. cut and harvested it, but G. sent and seized it under his chattel mortgage, and A.J.C. now brought this action to recover the value of the wheat.

*Held*, that on his taking the conveyance from A.C., the rights of H., as mortgagee, were merged, for the evidence pointed strongly against an intention on his part that the mortgage debts should remain, and therefore G's. right as chattel mortgagee became prior in